

# FIXITY OF TENURE;

HEADS OF A SUGGESTED LEGISLATIVE ENACTMENT;

WITH AN

## INTRODUCTION AND NOTES.

TO WHICH ARE ADDED

### Q U E R I E S,

PROPOSED FOR THE CONSIDERATION OF ALL WHO  
DESIRE TO SOLVE THE PROBLEM OF  
IRELAND'S SOCIAL CONDITION.

BY

ISAAC BUTT,

AUTHOR OF "LAND TENURE IN IRELAND; A PLEA FOR THE CELTIC RACE."

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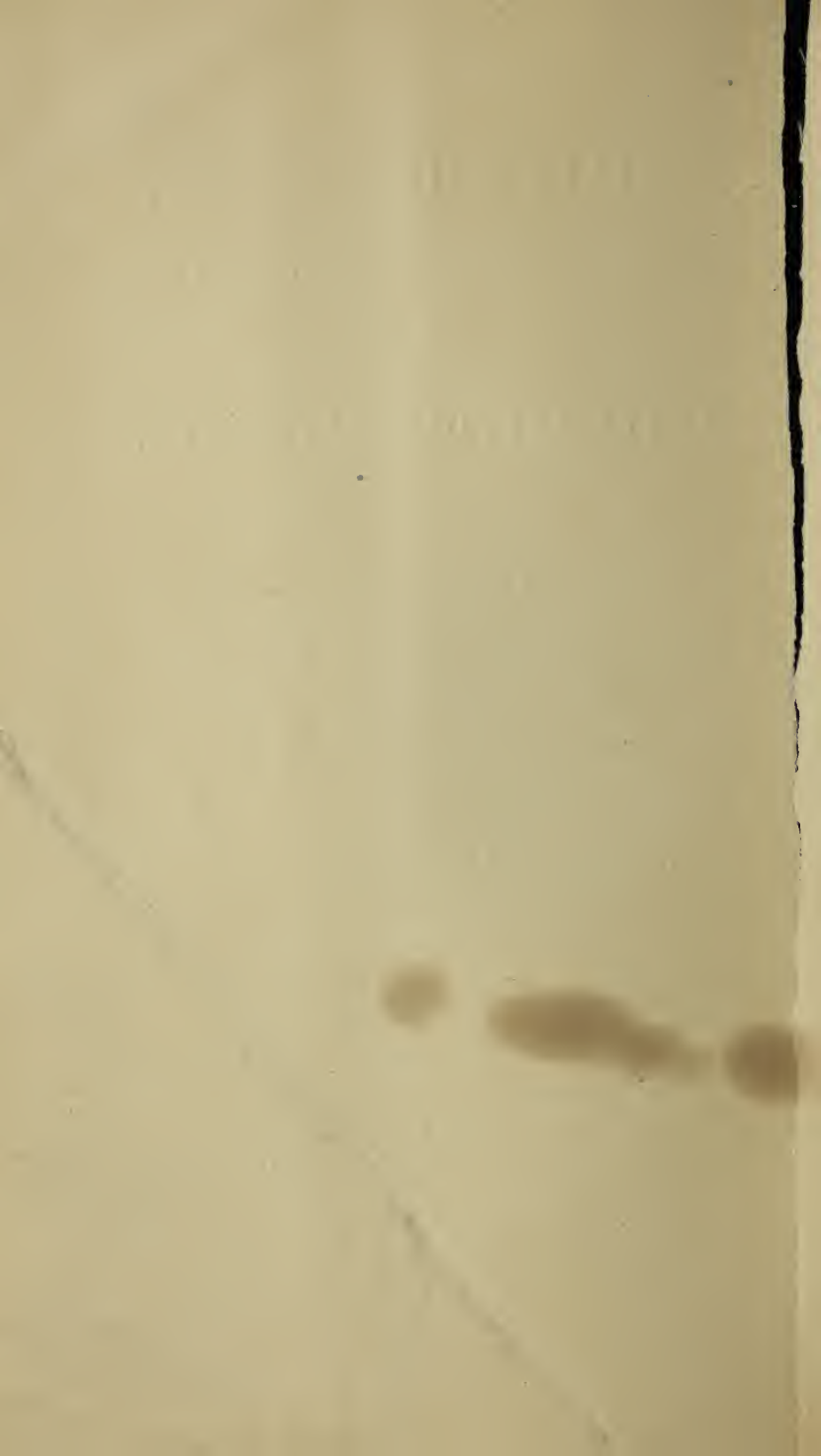
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## INTRODUCTION.



IN the following pages the reader will find, thrown into the form of an Act of Parliament, the provisions by which I suggest that the proposal I have made for the settlement of the Irish Land Question might be safely carried out. That proposal is to convert the tenure of every occupier of an agricultural tenement into a lease for sixty-three years, fixing the rent to be paid by a valuation. I have already endeavoured to show that such a measure is justified by the circumstances of Ireland, and that those circumstances are such as to make it indispensable to the peace and prosperity of the country. This is not the occasion for entering into this argument. It is at least enough for me to repeat my conviction that nothing short of this will meet the requirements of the country. Such a proposal does not involve a greater interference with the absolute dominion of the landlord than exists in those districts of the island where tenant right prevails—the only districts of Ireland in which the relations of landlord and tenant are in a condition satisfactory to either.

In the Bill which I have draughted I have endeavoured to show how easily the security of tenure which is enjoyed under the Ulster tenant right might be extended to the occupiers of the soil in other parts of Ireland without touching on any just proprietary right. I know that in thus definitely stating the details I am exposing the plan to criticism, which cannot affect the general principle; but which may supply objectors with

plausible arguments against the principle itself. I have, however, such perfect confidence in the feasibility, as well as justice and expediency, of my proposal, that I do not hesitate to submit it to a test in which, in my hands, it is exposed to many disadvantages. To prepare a measure of this nature, so as to provide for every contingency that may arise, is a task which requires facilities that I have not at my command. It requires the opportunity of submitting it to persons representing different interests, and who are practically acquainted with the difficulties that are to be met. The plan sketched in these pages is entirely my own. I ask of the candour of the reader to remember this, and to consider it rather as the outlines of a proposal intended to be varied and improved by the suggestions of others, than as placed before him in a shape which its author supposes to be complete.

Assuming as a basis that it is expedient to convert the tenure of every occupier into the interest I have mentioned, the machinery by which I propose to accomplish this is effective, simple, and unexpensive. The Civil Bill Court of each county presents a tribunal perfectly adequate for the purpose. The fact of occupation is a patent one. The general valuation supplies, in almost every instance, the measure of the rent. The appeal to the tribunal would, in the immense majority of instances, be the recording of an indisputable right. There would not, in one case out of a hundred, exist either difficulty as to law or a dispute as to the facts, and at the expense of a few shillings the tenant would obtain his statutory lease. He would do so at a cost far less than the expenses of preparation and stamp duty which would attend the execution of an ordinary lease.

The first step which I propose the tenant should take is to give to his landlord a notice that he intends to apply at the next sessions for a statutory tenancy in the terms of the Act.

The only ground upon which, in the case of an agricultural tenement, this could be resisted is, that the applicant is not the occupier. This is a question that can scarcely admit of litigation or dispute. If both parties are satisfied with the valuation put upon the holding by the General Valuation, the matter is at an end—and the tenant acquires, by the simplest and most inexpensive process possible, an indefeasible title to hold his land for 63 years, so long as he pays the rent agreed on, and performs the very simple although very important covenants which are imposed upon him.

The interest in the soil thus conferred upon him he should retain only so long as he proves himself a punctual and improving tenant. Non-payment of the rent should be followed by forfeiture of his interest. I propose to make the ejectment for non-payment of rent an absolute one. At present the eviction is subject to redemption by the tenant at any time within six months. This privilege I propose to abolish, and to make the eviction absolute at once.

I propose to bind the tenant to proper cultivation of the farm, and to the maintenance of all improvements; and, in the event of his failing in either of these conditions he incurs, in like manner, the forfeiture of the interest which the statute confers upon him.

And lastly, I bind him not to subdivide his holding without his landlord's consent.

I venture to ask any reasonable man whether, if every tenant in Ireland held his land upon such a tenure, the condition of the landed interest would not be infinitely better than it is. Surely if such a tenure were universally established by law the landlord would still retain all of feudal or territorial dominion which either his own interests or those of the country permit. In deference to territorial prejudices much more than in accordance with my own feelings, I preserve to him

even those manorial rights of sporting which I would myself be disposed to class among the objectionable memories of the feudal age.

Let me once more pray of any reasonable man to reflect whether a measure that thus preserves the landlord's rights—which thus secures him his rent under the penalty of forfeiture—which compels the tenant, if he desires to retain his interest, to be an improving cultivator—and which gives to the landlord the power of absolutely prohibiting subdivision—whether such a measure can justly be stigmatized as revolutionary, merely because it prohibits that exaction of an unreasonable rent which is in itself a crime; and because it enforces for the occupier that security of tenure without which it is idle to expect that the land he tills will ever yield to the country the increase which God intended it should give.

The effect of such a measure would be, that the tenant farmer, secure in a long enjoyment of his holding, would expend upon his farm the savings which he now lodges or deposits in some bank. It has been stated, I believe, correctly, that these deposits by the tenant farmers of Ireland amount to the enormous sum of seventeen millions. Seventeen millions positively withdrawn by the operation of our present land laws from the improvement of the soil—an improvement which would secure the landlord's rent. But even this sum, large as it is, does not adequately represent the total loss. In every country where insecurity prevails, hoarding becomes the passion of an enslaved people. The Irish tenants are no exception to the rule; and to an extent which no one can calculate, the insecurity and uncertainty of his tenure have forced upon the Irish farmer the evil habit of hoarding and hiding his coins against the evil day.

The plain and simple provisions to which I have above



adverted are those which would really constitute the statute in relation to the immense majority of the Irish tenantry. The instances would be rare in which there would be anything beyond the mere registration at the Civil Bill Court of an undisputed title.

The other provisions I propose are intended and designed to guard the interests of landlords.

When a lease for sixty-three years is absolutely granted, the lessee is entitled to the sole benefit of any accidental increase in the value of the land. If accidental circumstances—such as the opening of a railway, the establishment of a dock-yard, the rise of a great town, or any other occurrence which may be termed an extrinsic circumstance—should increase the letting value of the leased tenement, the landlord can still claim nothing but the rent originally reserved. It appears to me that it would be desirable, so far as it is capable of being effected, to leave to the landlord at least a share in the advantage of any such increase.

I have endeavoured to accomplish this by enabling the landlord, at his option, to reserve the power of varying the rent according to the prices of selected articles of farm produce in the market that is nearest to the farm.

Let us suppose the case of a farm situate in a place which may now be called remote. In twenty years, the exertions, it may be, of the landlord, have converted what is now a sea-side hamlet into a fashionable watering-place. The real value of the farm is doubled—not by any act of the tenant, not by his industry or his expenditure, but by circumstances with which he has nothing to do. The increased value of the farm must, however, proceed from one of two causes. Either it has become valuable for sites of building, or its value is increased by the rise in the price of its produce in the market close at hand.

In either case the landlord, under the Bill I propose, would receive a very fair share of the increased value. If the tenant could let his land for building, he would be met by the covenant against alienation; and he could only obtain the landlord's licence on terms which would be agreed upon between them. If the higher price obtained for produce were the cause of the increased value, the landlord would receive the benefit of this if he had exercised the option of reserving the power of varying the rent. This is one of the details which may be open to criticism that assumes the form of cavil. It may be omitted without injury to the plan; I inserted it from an anxiety to retain all of the absolute dominion of the landlord that can possibly be reconciled with the general good.

There are two incidents of that absolute dominion which no human ingenuity can so reconcile.

They are:—1st. The power of keeping the occupiers liable to arbitrary evictions.

2nd. The power of exacting an extortionate rent.

I venture to think that these two powers, in any country the circumstances of which permit them to be brought into full play, are powers so odious as to constitute an intolerable tyranny, utterly destructive of all peace or prosperity in that country. In Ireland both these powers exist without any practical control. In the tract on land tenure I have endeavoured to show this. The circumstances of the country are such as to prevent, as a general rule, the operation of anything like competition in fixing the amount of rent. The landlord practically fixes the rent at his own discretion, and the tenant has no choice but to agree. I ask of any man who doubts this to call to his mind any considerable Irish estate, and to think whether if the landlord determined, ever so unreasonably, to raise his rent, nine out of ten of the tenants would have any power to resist. If they remonstrated, I venture to say



their remonstrance would not be the objection of men bargaining on equal terms with a person with whom they were free to deal or not. It would be an appeal to the justice or the generosity of a master who had it in his power to treat them as he chose. I have shown that the tenantry, as a general rule, are kept under a liability to arbitrary eviction—they are not permitted any security of tenure in theory; and in practice they have none. The two odious powers I have mentioned are in the hands of the landlord, without any other check than that which may be supplied by the prudence or the conscience of the landlord himself. The Irish people live in their own land by the sufferance of the proprietors of the soil; and some of those proprietors have not hesitated to tell them that the sooner they are got rid of the better. These two powers are inconsistent with the well-being, nay with the very existence of the Irish nation. They must be swept away. The safety of the nation demands this; the first and highest instincts of humanity command it. But, in doing this, I, for one, would desire to leave to the owner of landed property every right which he now has, and which does not involve the exercise of those powers, which no human legislature has a right to entrust to any man under the pretence of maintaining his property in the soil. Short of permitting him to exercise those powers I wish to maintain to the landlord every dominion which present law attaches to his property in that soil; and the measure indicated in the following pages has been framed with the most anxious desire to effect this.

I am, perhaps, digressing into the discussion of principles, when I ought to confine these sentences to the exposition of details.

I have been obliged to provide a machinery for an appeal from the decision of the chairman at the Civil Bill Court. The cases in which an appeal would be necessary, or would be

adopted, would be very few. Its necessity would arise from this—that it would not be right in every instance to bind the landlord by the general valuation, and that there are cases of occupation to which it would be unjust to apply the principles of such an Act.

The General Valuation supplies in most cases a fair test of the real letting value of the land. That valuation was made upon the principle of estimating the extreme rack rent value of the holding, deducting the rates and taxes payable by the tenant. In the earlier valuations the deduction has been excessive, because it was held that the words of the statute obliged the valuers to deduct the then existing rates. These valuations were made at a time when the rates, especially the poor rates, were exceptionally high. In the interest of the landlord it becomes necessary that in such cases he should not be bound by that valuation.

I propose to entrust to the judges of assize the duty of appointing, in each county, valuers to whom the appeal may be made in any case in which either landlord or tenant is dissatisfied with the value fixed by the general valuation. Persons, no doubt, would be appointed, of high station and character, whose opinion would command respect. I do not purpose to make even their opinion final. I leave it to the tribunal which is to grant the lease to determine upon evidence—in cases of sufficient magnitude entitling either party to appeal to the verdict of a jury.

Again, in the interest of the landlord, I propose to exempt from the operation of the Act all but those purely agricultural holdings to which the public interest imperatively demands that the measure should be applied. The exceptions will be found enumerated in the 4th clause.

It may be that I have not been perfectly successful in the enumerations. This is just one of the details which admit of

modification at the suggestions of persons who have practical acquaintance with the subject. I am disposed to think I have erred rather on the side of excluding cases to which the Act ought to apply than on that of extending its operation too far.

With these few observations I submit this draft of a measure to the calm and impartial consideration of my countrymen of all classes. Most assuredly I have framed it in no spirit of hostility to the landlord class. My struggle has been to take from them nothing of their absolute dominion which is not positively inconsistent with the public safety. If popular feeling be thoroughly aroused on the subject it may be that they will never again see a measure proposed for popular acceptance with such a jealous respect for their rights.

I believe that if such a measure as I propose were once fairly and honestly adopted, by those who represent the landlord interest, it would be gladly accepted by the whole tenantry of Ireland as the final settlement of a question which has for generations torn and distracted Ireland—a question which, while it remains unsettled, makes the life of every Irishman less happy than it ought to be.

But I do not hesitate also to avow my perfect and unfaltering belief that a measure such as this is within the reach of the Irish people themselves. I am not one of those who have much faith in the achievement of any great good for Ireland by that which is termed Parliamentary action. I have great faith in the power of truth and justice; and, when it has truth and justice on its side, in the ultimate triumph of the popular will. I cannot help entertaining a clear conviction, that if, throwing over all subterfuge and compromise, the Irish people were deliberately, clearly, and energetically to declare their resolute determination in favour of fixity of tenure for the occupiers of the soil, three

years would not pass until, in the Imperial Parliament, a measure embodying the principles of that which I suggest would become law.

If it could be carried by a mutual agreement among all classes interested in the land of Ireland, it would most assuredly be the great charter of Ireland's prosperity and peace.

I have added a few notes explanatory of the details of the bill, in which I hope anything that is omitted in these introductory observations may be supplied.

I venture to adopt a mode which has the illustrious authority of Berkeley, in dealing with Irish economic questions, and to propose, in an Appendix, a few queries for the study of all who desire to solve the problem of Ireland's social condition.

I. B.

CHAMBERS, HENRIETTA-STREET,  
*November, 1866.*



A  
BILL

TO

Make better provision to secure  
Fixity of Tenure to the Occu-  
piers of Land in Ireland.

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**W**HEREAS lands let for agricultural pur- Preamble.  
poses in Ireland are very generally held  
by the occupiers on a tenancy from year to year,  
or other uncertain periods, and it has been found  
5 by experience that in the circumstances of  
Ireland such tenure is not sufficient either to  
insure to the industrious occupier the benefits of  
his industry, or to encourage occupiers to apply  
their industry to the proper cultivation and due  
10 improvement of their farms; to the great dis-  
couragement of industry, the hindrance of  
agriculture, and detriment to the peace and  
prosperity of the country—and whereas it is  
expedient to make provision for enabling the  
15 occupiers of land to convert such short and

uncertain tenures into tenancies for a term of years sufficiently long to induce them to make improvements, which will make the land more productive for the general good, and better secure the rents payable, and thereby promote 5 the well-being of the community at large.

Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the consent of the Lords Spiritual and Temporal and Commons in this present parliament assembled, and by the 10 authority of the same, as follows, that is to say :

Short Title.

**1.** This act may be cited on all occasions, and for all purposes, as the Fixity of Tenure Act, 1867.

Limit of  
operation of  
Act.

**2.** No proceeding to obtain the benefit of 15 this act shall be commenced by the occupier of any agricultural tenement after the last day of the session of parliament which shall be holden next after the 1st day of August, 1877.—  
(*Note 1.*) 20

Agricultural  
tenements  
defined.

**3.** The following, and none other, shall be deemed to be agricultural tenements within the meaning of this act, that is to say,

All tenements in Ireland separately rated to the relief of the poor, whether a part of same 25 consists of houses, gardens, plantations, or



buildings, or not, which shall be let for purposes of farming, and which shall be used for such purposes by tilling, grazing, or pasturing, or meadowing the same, or any part thereof, or by  
5 occupying the same or any part thereof in any other usual course of husbandry.

4. Provided always that nothing in this act  
contained shall apply to any of the following  
tenements : Tenements  
excluded  
from opera-  
tion of Act.

- 10 1. Tenements situated within the boundaries of any municipal city, town, or borough, or within the boundaries of any parliamentary borough.
- 15 2. Tenements consisting in part of houses or buildings of any description, where the value of such houses or buildings shall be equal to one half the value of the entire tenement.
- 20 3. Tenements consisting in part of any dwelling house with out-offices, gardens, plantations, or ornamental pleasure grounds, where the value of all or any of the same together, shall be equal to one half the value of the entire tenements.
- 25 4. Tenements which shall within ten years previously have been bona fide held

and occupied by the owner of any estate, or anyone for him, residing in the accustomed manor house or family mansion belonging to such estate, as part of the demesne lands appertaining to such manor or mansion house, and in relation to which a claim to the benefit of this act shall be asserted against the will of the persons representing the estate of the owner of such mansion house. 5 10

And no occupier of such tenement included in any of the above four classes shall be entitled to claim the benefit of this act.—(*Note 2.*)

Occupiers  
of agricultu-  
ral tenements  
entitled to  
claim benefit  
of act.

**5.** Except as above excepted, the occupier of every agricultural tenement in Ireland, who shall at the time of commencing his proceedings have been, by himself or any one through whom he claims, in occupation of such tenement for a period of three years, shall be entitled to claim the benefit of this act within the period herein- before limited, whether he shall hold as tenant from year to year, or for lives or years, or shall occupy the same as overholding tenant, or by any other tenure whatsoever, and no contract or agreement of any nature or kind whatsoever, heretofore made or hereafter to be made, shall be valid or effectual to prevent the occupier of any such tenement claiming the 15 20 25

benefit of this act, but every such contract or agreement, so far as interferes with, or is inconsistent with, the provisions of this act, shall be null and void.—(*Note 3.*)

5    6. The person who shall be the occupier of an agricultural tenement in Ireland within the period hereinbefore limited, and who shall desire to obtain the benefit of this act, shall commence his proceedings by serving a notice  
 10 in the form or to the purport and effect in the schedule to this act, annexed set forth, and it shall be sufficient to serve such notice upon the person from whom the occupier shall hold such tenement as tenant, or upon the known agent  
 15 or receiver of such person, and service of such notice shall be made in the same way as is by law directed in the case of service of civil bill ejectment.

Occupier may commence proceedings to obtain benefit of act.

7. The service of any such notice shall  
 20 operate and be effectual as a bar to and stay of all proceedings, brought by any person whatever, to evict the interest in the tenement of the person serving same, and in the case of any ejectment, whether brought in the superior  
 25 courts, or in any inferior court, it shall be lawful for any judge of the superior courts, or the judge of such inferior court, upon proof by

Service of notice to stop proceedings for eviction.

affidavit of the service of such notice, to order either that such ejectment shall be stayed, or that same shall proceed without prejudice to the rights of the occupier to be established in any proceeding under the notice so served, and 5 after the service of such notice, and until same shall be finally determined, no process or execution shall issue to disturb such occupier in possession of such tenement, and all proceedings in ejectment shall be subject to any right which 10 the occupier may establish to a term of years in the said tenement under this act.

Service of  
notice.

8. Every such notice shall be served at least one calendar month before the sessions at which the application mentioned in same is to 15 be heard, and such notice shall be given of any civil bill court for the division of the county in which the tenements mentioned in same are situated.

Occupiers to  
be entitled to  
hold for 63  
years.

9. Every person who shall be at the time of 20 the service of such notice, the occupier of an agricultural tenement entitled to claim the benefit of this act, shall be entitled upon service of the said notice to hold the said tenement for a term of sixty-three years at the rent and 25 subject to the conditions hereinafter mentioned.

10. Every such notice served for any sessions for any division of a county, shall be in all respects treated as a civil bill process to be heard at such sessions, and shall, except as herein  
 5 otherwise provided, be subject to the rules and regulations provided for the hearing of civil bill processes, except that the Clerk of the Peace shall make out a separate list of all such notices, and same shall be first called on and disposed of,  
 10 unless the chairman shall in any case otherwise direct.

Notice to be equivalent to Civil Bill Process.

11. The chairman shall have power upon the hearing of any such notice, and whether any person shall appear to oppose same or not, to  
 15 adjourn the hearing, of the same, from day to day, or from sessions to sessions, and to direct any notices to be served upon any person, and to call for any evidence as in his discretion he shall see fit, and he shall hear all persons interested who  
 20 shall appear before him, whether they have been served with notice or not.—(Note 4.)

Chairman's power of hearing.

12. The rent to be paid by the occupier serving the notice should be calculated as follows : that is to say, an estimate shall be made  
 25 of the full and rackrent value at which such tenement would let on lease for seven years free of all taxes whatsoever, and there shall be

Calculation of rent.



deducted from such estimated value one-third thereof, and the remaining two-thirds shall be the rent to be paid by the occupier for same.—  
(*Note 5.*)

General  
valuation to  
be adopted  
unless object-  
ed to.

**13.** If the occupier shall be willing to accept 5  
the value fixed upon the tenement by the  
general valuation, he shall so state in his notice,  
and unless the landlord or some other party in-  
terested shall object thereto, the rent shall be  
fixed at such valuation. 10

Proceeding  
in case of  
opposition.

**14.** If the landlord or any other person in-  
terested shall appear before the chairman, and  
object that the person claiming as occupier is  
not entitled to the benefit of this act, the chair-  
man shall hear evidence on such objection, and 15  
shall make such order then as to him shall appear  
to be just, and any order he shall make, shall,  
unless appealed from as hereinafter mentioned,  
be conclusive as to such right.

Power to  
examine wit-  
nesses, and  
to call before  
him parties  
interested.

**15.** Before deciding upon such right, or 20  
upon the amount of rent to be fixed, the chair-  
man may examine the applicant and all other  
persons who may appear before him, to ascertain  
the persons interested in such land, and in any  
case in which it shall appear to him that the 25  
immediate lessor is not the owner in fee of such



lands, he shall, if in his discretion he shall so think fit, adjourn the determination of any such question, either as to right or value, to give any other parties interested an opportunity of appearing before him.

16. If the chairman either upon the appearance of the landlord, or in case of no appearance, is satisfied of the right of the occupier to the benefit of this act, he shall proceed to fix the rent at which he shall hold, and shall fix the rent either at the value fixed by the poor law valuation, or at such other rent as may be fixed by mutual agreement, or in case of no agreement, or in any case whatever in which the chairman shall think it expedient, at such rent as may be fixed in the manner hereinafter mentioned.

Chairman to fix rent.

17. The judges of assizes at the first assizes after this act for each county in Ireland, and at every subsequent assizes, shall by an entry in the crown book appoint for each barony in the county, at least one fit and proper person to act as valuator of such barony under this act—they may appoint one person to act for one or more baronies as they shall see fit; every valuator so appointed, shall hold his office until some new appointment is made; he shall be an

Judge of Assize to appoint valuers.

officer of the civil bill court, and of the court of assize, and shall be in all respects subject to the summary jurisdiction of such courts, and either of them; he shall attend, either personally or by deputy, upon each of said courts, and do all such acts in the execution of this act as he shall be ordered, either by the chairman or by the judge of assize.—(Note 6.) 5

Valuators to inspect and value.

18. In every case in which it will be necessary to value the tenement, the valuator shall, by himself, or some sufficient deputy, visit, inspect, and value the same. He shall make an estimate of the full rackrent value of such tenement, according to the rule hereinbefore laid down, and shall certify same under his hand to the chairman; he may make such valuation either before the hearing of the notice upon the requisition of either party, or after same shall be first heard, upon the order of the chairman, and he shall if required attend himself, and also cause any person employed by him to attend either before the chairman or judge of assize to be examined on oath on all matters touching such valuation. 10 15 20

Valuations to be binding.

19. Every such valuation so made by the valuator shall be *prima facie* binding upon all parties, but any party entitled to be heard, shall 25

be at liberty to impeach same by evidence before the chairman, and the chairman, if satisfied that same is erroneous, shall fix the rent to be paid for the tenement according to his own judgment 5 of its value from the evidence adduced before him.

20. When the chairman shall have finally adjudicated upon the right of the applicant to obtain the benefit of this act, and also upon the amount of rent to be paid, he shall, unless an 10 appeal is taken as hereinafter mentioned, make and sign a declaration of tenancy in the form in the schedule to this act annexed, and he shall sign same in triplicate, one part to be delivered to the tenant, one other to be delivered to the 15 landlord, and one other to be kept by the clerk of the peace, among the records of the county.

21. Every such declaration of tenancy shall be subject to the four following conditions on the part of the tenant :—

20 First—To pay the rent reserved by such declaration in two even half-yearly payments, on every 1st day of May and 1st day of November.

Second—To commit no waste, and not to use 25 the lands in an improper or unhusbandlike manner.

Third—To maintain and keep all buildings, fences, and improvements upon such lands in good and tenantlike repair.

Fourth—Not to let, assign, or dispose of such tenement, or any part thereof, so as to sub- 5  
divide the same, without the consent in writing of the landlord.—(*Note 7.*)

Assignments  
contrary to  
conditions to  
be void.

**22.** Every assignment, letting, or disposition made in violation of the fourth condition shall be absolutely void for all purposes except that of 10  
creating a forfeiture under this act. To create such forfeiture it shall be sufficient to show that the tenement has been in fact subdivided by being in fact occupied by different persons, contrary to the true intent and meaning of this act. 15

Resisting or  
breach of  
conditions.

**23.** In the case of a breach by the tenant of any of these four conditions, the person entitled to the lessor's interest shall be entitled to enter as for condition broken, and shall be entitled to all remedies to which the reversioner was entitled 20  
for recovery of lands for condition broken at common law, but to no other ; and every entry made, or ejectment brought, to recover possession for the breach of any of the said conditions, shall be subject to the following rules:— 25

First—No entry shall be made, or ejectment

brought as for a forfeiture for non-payment of rent, until one whole year's rent shall be in arrear and unpaid for the space of three months.

- 5 In ejectment for non-payment of rent, no redemption shall be allowed. Before possession is actually taken, all proceedings shall be stayed upon payment or tender of the rent and all costs incurred ; this may be enforced
- 10 by a court of equity, or by order made on motion in a summary way to the court in which the ejectment shall be pending.

- In the case of an ejectment for breach of any of the other three conditions, the jury or judge
- 15 before whom the case is tried shall assess such damages for breach of the conditions as to them shall seem just, and the judge before whom the case is tried shall, if he think fit, stay execution for three months, and in that
- 20 case it shall be lawful for any judge of the court in which such ejectment shall be brought, or for any court of equity, on the application of the tenant, and on payment of such damages and all costs, and on proof that the breach of
- 25 condition complained of no longer exists, to order that no further proceedings be taken on said ejectment, and no forfeiture of the interest shall arise by reason of any such breach of condition.



No breach of the fourth condition shall be deemed to be committed by any letting in con-acre, pasturage, or meadowing, nor by any letting of a labourer's cottage to any labourer or workman actually employed upon the premises, 5 nor by any letting of a furnished house.

Declaration  
of tenancy  
equivalent to  
leases.

**24.** Except where otherwise herein provided, the declaration of tenancy shall have the same effect to all intents and purposes as if the lessor and lessee therein named had signed a lease 10 containing the demise and the covenants and conditions therein mentioned.

**25.** Unless it shall be specially agreed to the contrary, any such declaration of tenancy shall be deemed to contain a reservation to the lessor 15 of all timber growing on the demised premises, and also of all royalties, mines, minerals, and quarries, with liberty to the lessor to enter on the premises for the purposes of digging and searching for mines and minerals, making full 20 compensation to the tenant for any injury done in such digging and searching; it shall be also deemed to include a reservation to the lessor of a right of entering on the premises by himself, his servants, or licence for the purposes of sport- 25 ing or in pursuit of game, making in like manner full compensation for any actual injury done to the tenant by such entry.



26. The declaration of tenancy shall be con-  
 clusive as against all persons whatsoever, of  
 the right of the tenant to hold the tenement for  
 the term and at the rent therein mentioned, and  
 5 the term thereby created shall bind all interests  
 in said lands. But all parties claiming any  
 interest in such lands shall and may assert their  
 title subject to such term in the same manner  
 as they might have done if no such declaration  
 10 of tenancy had been made, and the term thereby  
 created shall not be a bar to any ejectment brought  
 to recover such lands by any person claiming the  
 lessor's interest, subject to such term, nor shall  
 it invalidate or affect, or be invalidated or affected,  
 15 by any surrender of any lease or interest in said  
 lands, but the rents reserved in such declaration  
 shall be payable to, and the conditions contained  
 therein shall enure to the benefit of the person  
 entitled to the immediate ownership of such lands  
 20 for the time being, subject to such term.

27. Nothing herein contained shall take  
 away the jurisdiction of a court of equity to set  
 aside any such declaration of tenancy, where  
 same shall be obtained by fraud, or to declare  
 25 any person who shall obtain such declaration of  
 title, to be a trustee for any person who may be  
 really entitled to the lessee's interest in such  
 lands.

Declaration  
 subject to  
 rights of all  
 parties.

Jurisdiction  
 in cases of  
 fraud.

Provision for  
variation of  
rent.

**28.** If in any case the lessor shall desire that provision shall be made for the variation of the rent reserved in the declaration of tenancy, the chairman shall insert in such declaration a list of articles of farm produce, generally the 5 produce of the neighbourhood, and shall affix to each such price as with the aid of the valuator he shall ascertain to have been the average price of same in the markets in the vicinity of the lands, such list to contain not less than three, and 10 not more than six, of the articles, the price of which shall in the opinion of the chairman most influence the value of such lands.

Orders may  
be appealed  
from.

**29.** Every order made by any chairman shall be subject to an appeal, if the party com- 15 plaining of same shall, in open court, at any time before the signing of the declaration of tenancy, give notice of appeal, and thereupon the clerk shall enter in his book such notice, and shall, on the first day of the subsequent assizes, give a list 20 of all such appeals to the registrar of the judge, who shall, without any further or other notice, hear all such appeals in the same manner as appeals upon civil ejectments are now heard; and upon the hearing of such appeal the judge 25 of assize shall have and exercise all the jurisdiction hereinbefore given to the chairman, and shall either finally dispose of the case, or remit

the same to the chairman with such directions as he shall see fit ; and in case he shall adjudge the occupier entitled to the benefit of this act, he shall either sign the declaration of tenancy himself, 5 or remit same to be signed by the chairman.

**30.** Both the chairman and the judge on appeal in the last resort shall have full power to order and direct the costs of all or any of the proceedings to be paid by such persons appearing 10 before them, or either of them, as he may think fit. Costs may be given.

**31.** In estimating the full rack-rent value of any tenement, neither the valuator nor the chairman, or judge, if his valuation be impeached, 15 shall include in same any increase in the value thereof arising from any drainage, reclamation, or embankment from the sea or any river, or any erection of farm, outhouse, or office buildings, or any permanent agricultural improvements, as 20 specified under the provisions of an act passed in the session of parliament held in the tenth and eleventh years of the reign of her present Majesty, chapter 32, section 4, so far as same shall have been made or executed by the 25 occupier, or any person through whom he claims, during his or their tenancy of such tenement.—(*Note 8.*) Certain things shall not be included in valuation.

Fees to Clerk  
of the Peace.

**32.** Before any declaration of tenancy shall be signed, the clerk of the peace shall be paid by and receive from the tenant entitled to same, the following fees :—

	s.	d.
For the clerk of the peace for signing		5
same, ... ..	2	6
For the valuator, in every case in which he has valued a tenement, upon each pound or portion of a pound to which the tenement was valued in the poor law valuation, ... ..		10
	0	6
In every case in which the tenant requires the valuator to make any allowance in the value of improvements under section 30, an additional sum on each one pound or portion of a pound of ...	0	6
And upon delivering each declaration of tenancy, either to the lessor or lessee, he shall further charge an <i>ad valorem</i> duty, to be affixed by way of stamp, of one shilling upon every pound of the annual rent reserved in such declaration.		20

Printed  
forms to be  
provided.

**33.** The clerk of the peace shall provide so many printed forms of notice as may be necessary, and shall leave same for sale with the clerks of petty sessions and at other

convenient places ; he shall supply for the use of the court so many printed forms of declarations of title as may be necessary at each sessions ; he shall defray all expenses of printing, and all  
5 other expenses incidental to this act, out of the funds received for sale of notices and stamp duties on declaration of tenancy, and shall hand over the residue to the valuator of each barony as a remuneration for his general services. In  
10 all such matters the clerk of the peace shall act under the control and directions of the chairman, and be subject to his summary jurisdiction.

**34.** No proceeding under this act shall be defeated, delayed, or held invalid for any  
15 formal or technical defect, and the signing of the declaration of tenancy by the chairman or judge shall be in all courts and for all purposes, conclusive proof that all preliminaries necessary to give the chairman or judge jurisdiction were  
20 complied with.

No proceeding invalid by reason of technical defect.

**35.** Whenever there shall be inserted in any declaration of tenancy under this act a  
list of articles of agricultural produce, with the prices annexed, the rent reserved may be varied  
25 as follows :

Provision for variation of rent.

At any time after the expiration of seven years,



either the person paying or the person receiving the rent, may, if he shall so think fit, proceed by civil bill process to be served in all respects in the same manner as the original notice under this act to obtain a variation of rent, and all 5 the proceedings shall be subject to the same rules as to hearing and appeal and otherwise as the original proceedings under this act, and thereupon the chairman shall enquire into the average prices of the articles so mentioned in 10 the market nearest to the lands for three years preceding, and if the aggregate of such prices shall exceed or fall short of the aggregate of prices mentioned in the declaration, he shall make an order increasing or reducing the rent 15 in the same proportion, and the rent so fixed by the chairman, or by the judge of appeal, shall be the rent payable for such tenement for seven years from the date of such order, and thenceforth until upon another application to be made 20 and heard in the same way, such rent shall be further varied.

Provided always, that the chairman shall not include in the three years of which the average is to be taken, any year in which an unusually 25 high price of agricultural produce should be caused by blight, blast, or an unusually deficient crop.—(Note 9.)



SCHEDULE.

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(*FORM OF NOTICE.*)

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SIR,

I hereby give you notice that I will, at the next ensuing Civil Bill Court to be held at  
for the Division of \_\_\_\_\_ in this County,  
on \_\_\_\_\_  
apply to the Chairman presiding at said Court, for a Declaration of Tenancy, under the Fixity of Tenure Act, Ireland, 1867, for the following premises, that is to say :—

(*Describe Premises.*)

(*Add the following when suitable.*)

I further apprise you that I am willing to accept the sum fixed by the General Valuation of Ireland as the proper rent to be paid by me for said premises.

A. B.,

*Occupier of said premises.*

*To C. D., the Landlord of said  
premises, and all others whom  
it may concern.*

## DECLARATION OF TENANCY.

I, \_\_\_\_\_ (Chairman or Judge),  
 pursuant to the provisions of the Fixity of Tenure Act,  
 Ireland, 1867, do hereby declare and adjudge that A. B.,  
 of \_\_\_\_\_  
 is entitled to hold the following premises as tenant to C. D., or  
 such other person as may be lawfully entitled in that behalf, for a  
 term of 63 years, at a rent of £ \_\_\_\_\_ by the year,  
 subject to the conditions, reservations, and provisions in the said  
 act mentioned and contained, that is to say:—

*(Describe the Premises.)*

*(Add the following if required.)*

And at the desire of the Owner (Lessor) I hereby declare that  
 the prices of the following articles of agricultural produce in the  
 market of \_\_\_\_\_ are for the purpose  
 of fixing said rent, to be deemed and taken to be as follows, that is  
 to say:—

Hay,  
 Wheat,  
 Butter,  
 Oats,  
 Flax,

A. B., *Chairman.*

J. B., *Clerk of the Peace.*

## NOTES.

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NOTE 1 (*Clause 2*).—The effect of this clause would be that after ten years, or, indeed, after seven or eight years, the letting of land in Ireland would be left entirely free from any restrictions either as to tenure or to rent. In the intervening period it is to be presumed that all existing occupiers would have acquired the interest conferred upon them by the Act. These interests would, of course, continue in force for the term for which they were originally granted, and all future dealings in land would be left free. Within these ten years the circumstances which make such legislation necessary would probably have passed away.

NOTE 2 (*Clause 4*).—I have already observed, in the Introduction, that this clause is intended to protect the interest of the proprietor by limiting the application of this Act to any but strictly agricultural tenements. The object is to exclude villa residences, holdings the chief value of which consists of buildings, mill works, trade stores, or the like. I believe the clause, as drawn, would fairly fix the line; but this is just one of the points on which I cannot pretend to have attained to perfect accuracy in details. The exception of demesne lands is obviously fair and just. No person taking such lands ever expected his holding of them to be more than temporary. The exception ought to be extended to glebe lands, and possibly to some other cases of which I have not thought. I inserted the clause to indicate that I only propose to confer fixity of tenure upon a tenant in these cases in which, were Ireland a really settled country, he might have a reasonable expectation that he never would be disturbed.

NOTE 3 (*Clause 5*).—The effect of this would be that for the next seven or eight years no one could let any agricultural tenement in Ireland without giving his tenant a title to acquire the term conferred by the Act. In fact, it would turn all lettings heretofore made, and all to be made for the next

seven or eight years, into leases for 63 years, at a rent equivalent to that generally fixed by the General Valuation of Ireland.

NOTE 4 (*Clause 11*).—In considering these clauses it must be remembered that nothing can be more simple than the questions which would arise.

If the tenement be an agricultural tenement, and the rent reserved be the rent intended by this Act, it is not possible for any injustice to be done to any person interested in the lessor's title to the lands. The only way in which the interest of an absent proprietor could be prejudiced would be if the rent were fixed too low, or the Act applied to holdings for which it was not intended. I believe that the provisions contained in the bill would be perfectly sufficient to guard against either injustice being done. It would be necessary to determine nothing whatever as to the lessor's title, and no person claiming the land could be prejudiced. The chairman would merely decide that the tenant was entitled to hold the land for sixty-three years, at a certain rent. That rent would be payable to the rightful owner of the land, whoever he might be.

There would not, therefore, be any determination of title, as is the case of the Landed Estates' Court, requiring the proceedings to be guarded by notices to the public. All that the tribunal would have to look to would be to see that no absent proprietor was defrauded, by fixing too low a rent, or by applying the Act to a holding not an agricultural one. It is scarcely within the limits of possibility that either fraud could be successfully practised in the proceeding adopted in the bill. If, contrary to all probability, such a fraud were successful, by collusion between the occupier and any other person, power is reserved by Clause 26 to set aside the proceedings.

Neither is it necessary to inquire into the title of the occupier. If he is not the person really entitled, under the same clause he acquires the term for the person who really is. All that is to be done under the Act is to declare that as between the landlord and the tenant a lease of sixty-three years exists, at a certain rent. Nothing is concluded which bars the right of any one who claims either the landlord's or the tenant's interest in that lease. For such a proceeding the guards provided are amply sufficient.

In the great majority of instances there would be no question whatever for the chairman to decide. The general valuation would not often be

disputed. When it is not so, the whole proceeding would be almost one of course.

NOTE 5 (*Clause 12*).—This is the principle upon which the general valuation of Ireland has been made.

NOTE 6 (*Clause 17*).—I have preferred proposing to vest the appointment of the valuator in the judges at the assizes rather than in the Lord Lieutenant or in any Government department.

NOTE 7 (*Clause 21*).—These and the following clauses contain provisions of the utmost importance. They determine the conditions on which the tenant is to have the benefits conferred upon him by the bill.

The first and most obvious condition is the punctual payment of the rent. If he fails in this, *the farm, with all the improvements which the tenant may have made upon it, become the property of the landlord*. Under the present law the landlord is entitled to recover possession when a year's rent is in arrear. He is, however, encumbered by the provision which enables the tenant within six months after possession is taken to redeem his interest by payment of the rent and costs. *I propose to abolish the privilege of redemption*. In lieu of it I propose to give a period of three months after the year's rent has accrued before the ejectment can be brought. I am quite sure that this would be a great advantage to the landlord. The abolition of this privilege, which really makes the landlord's recovery useless to him for six months, would simplify the relations of landlord and tenant, and expedite and enforce the landlord's remedy for the recovery of his rent. I venture to think the effect of the bill would be that no tenant would ever permit a year's rent to remain in arrear.

I also propose that the tenant should also retain the benefits of this act only on condition that he proves himself an industrious and improving tenant. There might, however, be a great hardship in strictly enforcing a forfeiture incurred by breaches of the three remaining conditions. I therefore propose that, against a forfeiture so incurred the tenant may relieve himself by payment of a pecuniary penalty, and by observing the condition for the future. This would, I believe, be perfectly sufficient to ensure the observance of the conditions by the tenant, or in the event of his continued non-observance of them, to insure his eviction.



The effect of all these conditions combined would be, that no tenant could really retain an interest under the act unless he were moderately punctual in payment of his rent, and were also an improving tenant. Every tenant would be stimulated to punctuality and industry, because he would know that upon the exhibition of these qualities depended his retention of that which is now so dear to the Irish peasant—his tenure of the land. The very feeling which now makes him disloyal and discontented, would then be arrayed in favour of settled habits of order and industry.

It will be seen that I propose to leave the landlord the absolute power of prohibiting subdivision. On the whole, I think he ought to retain this power. It is a portion of his “absolute dominion” which may be exercised without any grievous injury to the public—although in many cases it may press very hardly upon individuals. I therefore do not propose to take it from him.

Let me say, however, as to the conditions embodied in these clauses, as I do as to many other of the details of the measures I propose—they must be considered as little more than tentative. I propose them as the provisions which occur to me, with limited means of information, as the fairest and the best. It would be extreme presumption, indeed, in me to say that they may not admit of alteration and improvement to a very considerable extent.

If we could see the day—I for one do not despair of seeing it—when the landlords of Ireland would assent to the principle of a measure which would secure to every occupier of the soil a substantial interest in his holding at a rent equivalent to the real value of his farm—provided in all other respects the proprietary rights of the landlord were protected and enforced—I am confident that a joint committee of landlords and tenants would have no difficulty in settling on this basis the details of a measure which would give peace and prosperity to Ireland.

I have also to add, as I have already stated in the Introduction, that I retain the manorial rights of the landlord only because he has them now.

I framed the bill, not with the object of changing the law of landlord and tenant as it now exists, but with the view of giving to every tenant fixity of tenure under the law as it now stands.

Any changes that may be expedient in that law are an object for separate consideration, and are not fit for introduction into a measure which should only aim at giving the tenant fixity of tenure.



NOTE 8 (*Clause 31*).—This clause is copied from the General Valuation Act.

Improvements of the nature specified in the clause are not valued for the purpose of rating. Adhering to the principle of adopting the general valuation as the basis of the rent, where the tenant has effected them, they ought not to be valued against him.

I am bound to say that the instances in which the tenant would derive any benefit from this provision would be very rare.

Those who will read the “retrospective improvement clause” of the bill introduced by Lord Derby’s Government in 1852, will see that an advocate of the tenant would have high authority for claiming much more for the occupier who has effected real and permanent improvements in his farm. In strict justice, the tenant who has increased the letting value of his farm by the expenditure of his industry or money, ought not to pay an increased rent on account of the value he has so added.

The advantage, however, even to such a tenant of getting a lease for 63 years at the Ordnance Valuation would be so immense, that he might safely waive, in consideration of obtaining it, all claim for his improvements. I have thought it better not to encumber his plain and simple claim to fixity of tenure by one for compensation for improvements, which would always introduce an element of embarrassment and uncertainty in the settlement of the terms of his lease.

I do not, however, recede from a single sentence I have written as to the moral and equitable right of the tenant to assert the claim for compensation for improvements, which I have shown that ministers and parliaments have solemnly recognized. To deny him that claim is simply to rob him by the operation of law. But, I believe, he may well compromise that claim for the fixity of tenure which an act such as I propose would give him. If the law permits the power of arbitrary evictions, and still denies compensation for improvements, it legalizes—it cannot justify—spoliation and wrong.

NOTE 9 (*Clause 35*).—In the introduction I have fully explained the object of these clauses.

The custom of tenant right in Ulster, even when observed in its most stringent integrity, permits a revaluation of farms and a variation in the rent, according to the altered circumstances of the times—a revaluation,

however, from which the improvements effected by the tenants are rigidly excluded.

A variation of the rent upon the principle suggested in these clauses approaches as near to this equitable readjustment as it is possible for any legal provision to do.

# QUERIES,

PROPOSED FOR THE CONSIDERATION OF ALL WHO  
DESIRE TO SOLVE THE PROBLEM OF  
IRELAND'S SOCIAL CONDITION.

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1.—“Whether it would be an intolerable grievance to the landlords of Ireland if a legislative enactment found them tenants who would punctually pay, as rent, the full value of their holdings, and who would be constantly improving their farms, even though it were a condition that such tenants should hold by a lease for a good term of years?”

2.—Whether a Tipperary landlord would be utterly ruined if his estate could be all at once transformed into an estate of equal rental in the County Down; an estate on which he would have a thriving, industrious, and contented tenantry—punctually paying their rents and living at peace with their landlord, even though he were compelled to recognize the Ulster custom of tenant right?

3.—Whether it would utterly destroy the comfort and happiness of such a landlord and his family, if they felt perfectly sure that not a tenant on the estate would ever dream of shooting his landlord from behind a hedge?

4.—Whether it would amount to a confiscation of a landlord's property to increase the selling value of his estate from twenty years to thirty years' purchase?

5.—Whether the people of every country have not a right to live upon its soil, and whether, in stocking a country with inhabitants, bullocks and sheep ought to have the preference over men?

6.—Whether it be a conclusive proof of the prosperity of a country that every man, woman, and child who can run away from it does so?

7.—Whether a community that have nothing to live upon but their agricultural produce are made richer by laws which take away from the cultivators of the soil every inducement to increase that produce?

8.—Whether an Irish occupier who is kept by his landlord under perpetual notice to quit is not really in the condition of a serf, and whether England has not interfered to place the Indian ryots in a better position than such a serf?

9.—Whether there be any just reason why an Irish tenant farmer should be less worthy of protection and consideration than a Hindoo ryot?

10.—Whether the King of Prussia would have won the battle of Sadowa, if Stein and Hardenberg had not altered the Prussian land laws?

11.—Whether any good landlord ever desires capriciously to evict a tenant, or to exact from him an extortionate rent, and whether it is desirable that a bad landlord should have the power of doing so?

12.—Whether a man who has no security that he will enjoy the fruits of his industry is as likely to be industrious as one who knows that he is sure to reap the fruits of his toil?

13.—Whether it be not high time that the Irish land question should cease to be the disgrace of British legislation throughout the whole civilized world?

14.—Whether England would be really diminished in her strength and power among nations if every Irishman were an attached and loyal subject of the British Crown?

15.—Whether a good thing may not be purchased at too dear a rate? whether this principle does not apply even to Irish landlords? and whether England may not be paying too high a price for Irish landlords in the disaffection and hatred of the Irish race?

16.—Whether, when a whole people are disaffected to their

Government, this ought justly to be called the treason of the people to the Government, or the treason of the Government to the people?

17.—Whether England would be in the same condition as she is now if Louis XIV. had conquered William III., and made England a province of France? if the French King had further confiscated the property of the kingdom, and parcelled it among officers and soldiers of the French army, in satisfaction of arrears of pay, and if the descendants of these new French proprietors insisted at the present day on a power of turning out their English tenantry whenever they pleased?

18.—Whether the discontent which Englishmen might feel at such a state of things would have been diminished or increased if penal laws had been passed against all English Protestants? if all political power had been exclusively confined to French Roman Catholics? if the native Protestant population had been excluded from every place and office, and from the acquisition of any freehold interest in land? and if a large force of French soldiers had been always kept in the kingdom for the purpose of enforcing the rents payable to the French proprietors?

19.—Whether it can reasonably be concluded that an Irish peasant was created for any other purpose than that of making the rent for his landlord? and, if so, whether in any legislation affecting him any other object of his existence ought to be taken into account?

20.—Whether, if 50,000 English tenants had been evicted in the year 1849 the English land laws would have continued, in the year 1850, unchanged?

21.—Whether if tenant right be a good thing in Ulster it might not be worth while to try the experiment of extending it to the rest of Ireland?

22.—Whether Belfast would be as great a town as it is if the tenure of land by the occupier were as insecure in Antrim as it is in Tipperary?

23.—Whether want of self-reliance be not imputed as a fault



to the Irish people, and whether the true way to make people self-reliant be not to give them the opportunity of doing something for themselves?

24.—Whether there be any country calling itself civilized, on the face of the globe, except Ireland, in which the occupiers of the soil are not protected against arbitrary evictions, either by the circumstances of the country, by custom, or by law?

25.—Whether the practical condition of land tenure in Ireland be not the very worst in Europe?

26.—Whether large sums have not been expended from the Exchequer of the United Kingdom in keeping down or suppressing disturbances originating in the present system of land tenure in Ireland, and whether these sums might not have been more profitably employed in removing the causes of discontent?

27.—Whether England has not in such unprofitable expenditure paid more than the value of the fee simple of all Irish estates?

28.—Whether the enmity of the Irish race, both at home and abroad, may not prove an embarrassment to England in any future war?

29.—Whether it has been truly said of the Irish people that they love impartial justice better than any nation under the sun? and whether justice has been done to them in regard to the occupation of the soil?

30.—Whether every system of laws is not to be judged of by its practical effect?

31.—Whether it follows of necessity that a law which works well in a country where a landlord at his own expense supplies his tenant with all farm buildings, and lets his land furnished with all proper fences, and all matters of this nature, is therefore suited to a country in which the landlord does none of these things, and in which all improvements that are made are made solely by the tenant?

32.—Whether it be not a wise saying—"Thou should not muzzle the ox that treadeth out the corn?" and whether an Irish tenant



farmer be not as well entitled to a share in the fruits of his industry as a Jewish ox?

33.—Whether any money can be more unprofitably spent by a sovereign than that which he expends in shooting his own subjects.

34.—Whether it be possible that any nation should be really interested in the misery of another? and whether any class of the English people derive any benefit from maintaining the impoverishment and degradation of the Irish?

35.—Whether it would be possible for Irish landlords and Irish tenants to come to an agreement as to their relations, under which both of them would be much better off than they are now? and whether to accomplish this anything more be necessary than a fair and unreserved application of the principle expressed in the maxim, "Live, and let live."

36.—Whether the principle embodied in that maxim be not a good old Conservative principle?

37.—Whether it be not fully and fairly carried out in the measure sketched in the preceding pages? and whether that measure be not one that all true Conservatives ought to support?

38.—Whether the Sybil did not offer her books three times to the Roman King? and whether the King would not have done better if he had taken them at her first offer?

39.—Whether the rights of property be better understood and upheld in Tipperary or in Down? and whether a proprietor in Tipperary does not practise an arbitrary power of eviction which no landlord in Down would dare to exercise?

40.—Whether moralists and writers on jurisprudence have not alleged, as the foundation of all property, the right of every man to enjoy that which his own industry has created? and whether this principle might not be considered in settling the position of the occupiers of the soil?

41.—Whether it be true that in 1852 a bill was introduced into Parliament, by a Conservative Ministry, providing that no tenant in Ireland should be evicted from his holding until his landlord paid him the value of improvements effected on his farm? that this

bill passed the House of Commons, and received the assent and approval of all statesmen and all parties?

42.—Whether if this bill were founded on justice a great many Irish tenants have not since been robbed?

43.—Whether the Irish Ministers of the Crown, who introduced that bill can justly be called communists and spoliators of the rights of property? and whether the introduction of that bill was not the wisest act of their administration?

44.—Whether a principle which was wise and Conservative in 1852 be necessarily revolutionary and communistic in 1866?

45.—Whether the first duty and object of all governments be not to provide security for every man's industry and home? and whether it might not be worth inquiring what proportion of the Irish tenants practically enjoy this?

46.—Whether English legislation has not always recognized and enforced the right of the people to live on the soil? Whether, from the days of Queen Elizabeth to those of William IV. any English landlord could have evicted his tenants without being obliged to find for them adequate support? and whether, if such obligation existed, it must not have exercised a very material influence on all the relations of landlord and tenant?

47.—Whether, from the days of Queen Elizabeth, any English proprietor has ever had the power of turning the people off his estate and ridding himself of all responsibility for them in future? and whether this power has not been largely exercised by many Irish proprietors within the last twenty years?

48.—Whether, if it were now discovered that Poyning's law had been re-enacted after the poor-law of Elizabeth, the whole rental of some Irish proprietors would not be exhausted in supporting the victims of their clearances?

49.—Whether, if all the proprietors in the country were to enter into a combination to exterminate the whole population, and take their estates into their own hands, it would be a violation of the rights of property if the State interfered to prevent it?

50.—Whether if matters were tending to such a state as this, legislative interference might not be necessary at some intermediate stage? and whether occurrences have not taken place in some districts in Ireland which made out as strong a case for such interference?

Whether the Czar of all the Russias would have tolerated, on the part of one of his nobles, an extermination of the inhabitants of a whole district, such as appears from parliamentary papers to have taken place a few years ago in the County of Donegal?

52.—Whether his Imperial Majesty would have sent his troops and ministers of the law to assist the noble in perpetrating the act? Whether he would not, more probably, have sent them to carry off the noble to Siberia? and whether plausible reasons might not be assigned for the opinion that the latter course would be the one more consonant to natural justice, and more worthy of a humane and enlightened prince?

53.—Whether if such an eviction had taken place in England, such another would ever take place again?

54.—Whether the tenants on that Donegal estate might not have been better off under the despotism of Russia than they found themselves under the free constitution happily established in Ireland?

55.—Whether all the conspiracies, either local or general, political or agrarian, in which the people of Ireland have engaged, from the days of Oliver Cromwell to the present, are not to be traced to the discontent created by the present tenure of land?

56.—Whether it be, on the whole, more desirable that Ireland should be ruled by military force and arbitrary imprisonments, or by the good will of the people?

57.—Whether Louis Napoleon has not boasted that there is not a political prisoner in a French prison? Whether this would be the case if the circumstances of land tenure which exist in Ireland existed also in France?

58.—Whether Silvio Pellico's narrative of the imprisonment of



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himself and his associates in Speilberg did not produce a great sensation throughout Europe, and whether the impression produced by it had not some influence in destroying Austrian power in Italy?

59.—Whether the questions be not every day put, in foreign countries, how many political prisoners are confined in English and Irish gaols, and how these prisoners are treated?

60.—Whether Silvio Pellico might not have found Pentonville or Mountjoy prisons to be even less comfortable than Speilberg?

61.—Whether our system of land tenure be so admirable as to be worth all the odium and trouble it is causing to the Government of the Queen?

62.—Whether the fancy of our English rulers for upholding that system has not been proved by experience to be a very expensive one? Whether Benjamin Franklin did not pay too dear for his whistle? and whether nations and governments may not be guilty of the same folly as little boys?